BENGALURU METROPOLITAN TRANSPORT CORPORATION

INVITES

TENDERS

FOR

SELECTION OF LICENSEE FOR PROVIDING SERVICE OF HOUSEKEPING INCLUDING PAY & USE TOILET COMPLEX AT VARIOUS SMALL BUS STATION. (H1 basis)

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NOTICE INVITING TENDER (NIT)

FOR

SELECTION OF A LICENSEE FOR CLEANING & MAINTENANCE OF BUS STATION PREMISES INCLUDING PAY & USE TOILET COMPLEX AT VARIOUS SMALL BUS STATIONS IN BMTC

(Through Karnataka Public Procurement Portal only
https://www.kppp.karnataka.gov.in)

Tender Reference No: [02/2025-26] CALL-2	Dated: [23/05/2025]
Date and time of and availability of Tender Document	From [23/05/2025] to [31/05/2025] upto 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in
Last date for submission of online Tenders on Karnataka Public Procurement Portal	On [31/05/2025] upto [17:00] IST
Date and Time for opening of Technical & Financial Tender on the Karnataka Public Procurement Portal	[02/06/2025] at 11:30
Validity of Tenders	90 days from the last date for submission of Tenders
Selection basis	H1 (Highest monthly LF quoted)
Period for License	12 (twelve) months unless extended by the Licensor for an additional period of upto maximum of 1 (One) year as per the discretion of Licensor.
Address for Communications	Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation, K H Road, Shanthinagar, Bengaluru - 560027.

SECTION: II

Tender Terms & Conditions For Selection of Licensee/Licensee for Cleaning & Maintenance of Bus station premises including Pay & use Toilet Complex at Various BMTC Bus Stations.

1.	**Pre-Qualification Criteria:** i. The licensee should have valid registration/License with Regional Labour Commissioner. ii. The licensee should have registered office in Bangalore. The Tenderer must hold a valid registration of Trade license/Registration with labour department as supporting documents. iii. The Tenderer should not have been blacklisted or be under order of debarment from participating during last 3 years as on the date of Notice Inviting Tender. iv. Tenderer should not have been terminated during the last two years as on the date of submission of proposals for this tender due to non-fulfillment of contractual obligations as evidenced by imposition of penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.
2.	**Period of Contract:** 01 (one) years from the date of agreement and extendable 1 year based on satisfactory performance of License with 10% escalation in the License fee. I. The License Period for Grant of Cleaning Contract/License is for a period of 01 (One) years subject to 10% escalation in license fee for the second year. However the first escalation in respect of new licensees selected in the middle of the year escalation will be calculated at rate equal to the number of completed months left from the month of commencement of license to the month of January at the rate of 1% of the initial license fee for every completed month of license period subjected to a maximum of 10%. Licensee is liable to pay additional security deposit equivalent to 06(six) times the escalated license fee within the end of December up to the end of the license period.
3.	**Earnest Money Deposit**: - The EMD shall be paid as mentioned in ANNEXURE-I through e-procurement mode only. The EMD do not carry

	any interest.
4.	**<u>Security Deposit</u>:** The Licensee has to furnish security deposit for an amount of 6 times of LF or Rs.30,000/- whichever is higher, the deposit shall be in the form of DD drawn in favour of **CAO FA BMTC.** The Security deposit is liable to be forfeited either in full or in part if the licensee fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The Security deposit does not carry interest. The Security deposit will be refunded only after the successful completion of contract period or termination of contract duly recovering the dues to the corporation, if any.
5.	**Man Power deployment:** The Licensee shall deploy as per requirement to keep the premises clean.
6.	Highest offer received in the tender shall be criteria for selection of licensee.
7.	**Electricity& Water charges:** • BMTC will provide water & Electricity at free of cost for use of inmates/ cleaning of crew rest rooms, BMTC office, and for the cleaning of the bus stand premises. • Whenever the water is supplied from BMTC from its own source for Toilet Maintenance the licensee shall pay the charges as per the units consumed. If there is no sub-meter then licensee shall pay 2% of the License fee towards the Water charges. • In Case water is supplied by BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per the meter/sub meter readings) as per the bill raised by BWSSB and shall not allow any arrears accrue. • Electricity will be provided by BMTC for Public Toilets on availability and on chargeable basis as bill raised by BESCOM. • If the Electricity and water is supplied by BMTC, the jurisdictional Depot manager/Bus stand in charges shall raise the bills on completion of the month to ensure the payment of bills within 15 days from the receipt of the same. Delay and part payment lead to simple penal interest at 24% pa. • If BMTC could not supply water to the licensee, the licensee shall make his own arrangements for the maintenance of housekeeping and toilet maintenance.
8.	The monthly license fee shall be payable along with applicable Goods & service tax for the completed month shall be paid on or before 5th day of next month. In case of delay or part payment licensee is liable to pay simple interest at 24% per annum. Nonpayment of license fee by the Licensee for a consecutive three months or nonpayment of arrears amount equivalent to three months licensee fee the licensor reserves the right to terminate the contract and the security deposit held in the Corporation shall be forfeited.
9.	The Licensee has to replenish the Security Deposit whenever there is an escalation of the License Fee during the Agreement Period.
10.	The Licensor reserves the right to accept, reject or cancel any or all the Tenders or to abandon the procurement process without assigning any reasons thereof & shall not incur any liability to the Tenderers.
11.	The tendered rate shall be exclusive of all taxes, cost of manpower,

	Provident Fund & ESI contributions of labour engaged in performance of cleaning contract/license, equipment, machineries, materials and consumables required/ used for the purpose of cleaning of the premises and other incidental charges.
12.	BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, E.S.I etc., in respect of the workers engaged by the cleaning licensee/ Licensee.
13.	Each tender must be sent duly completed and enclosing with it the following documents. i) ID Proof with Photo Copy. ii) Proof of Address both Permanent and temporary. iii) Experience Certificate if any. iv) GST Registration Certificate.
14.	The licensee shall be permitted to collect of **Rs.5/- (Five)** per head from the users of the toilets in bus stand, while **Urinal facility shall be provided at free of charge**. The Sign boards in this regard shall be clearly displayed both in English & Kannada.
15.	The licensee shall post substitute labour in case of regular worker avails weekly off / leave or abstained from duty. Totally the cleaning work shall not suffer.
16.	The licensee is required to submit an affidavit on requisite valued stamp paper stating that at any given point of time they shall have minimum 75% of their staff from Karnataka.
17.	The workers engaged for the service shall be present at the premises. In case the workers / supervisory staff is not found at the premises / work spot at the time of inspection by the officers of BMTC. BMTC reserves the right to impose fine besides initiating action to terminate the contract/license.
18.	The EMD of the successful licensee will be adjusted towards Security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of three (3) years from the date of such black listing.
19.	During the course of inspection, if the work is found unsatisfactory, BMTC reserves the right to impose penalty on the licensee for the unsatisfactory work rendered and initiate action to terminate the contract/license without assigning any reasons and issuing notices besides forfeiting the Security Deposit.
20.	I. The cleaning licensee/licensee shall make use of their own equipment, machineries and materials for the purpose of cleaning of the premises and also make their own arrangements to shift the garbage at their own cost. The garbage/ Waste shall not be dumped in any BMTC Premises. II. The Waste/garbage generated at the Bus stand premises shall be disposed as segregated dry & wet waste. The waste/garbage shall be disposed through the BBMP authorized waste disposal agency only.
21.	The licensee shall allow his agents, representatives or labours to enter

	into the Bus Stand for the purpose of rendering the said services. The licensee shall agree and undertake to make good for loss or damage caused by his agents, representatives or labours while rendering the said services.
22.	The labours engaged by the licensee shall have no claim or right whatsoever before the licensor.
23.	The licensee shall bear the cost of disposal of waste generated in house keeping maintenance area and the licensee shall not dump the waste in BMTC any other premises.
24.	The licensee shall undertake to carry out the job as per the specification and to entire satisfaction of the licensor and inspecting officers.
25.	The Licensor shall not liable for any liability, Pecuniary or otherwise arising in any manner, during the course of the performance of the said service by the cleaning contract/licensee, its agents, representatives or labours.
26.	The licensor shall have the right to check, search or examine the person and the belongings of the labours, representatives and agents of the licensee while entering and leaving the said premises for the purpose of rendering the services as aforesaid.
27.	The cleaning staff engaged by licensee shall wear an overcoat with name badge.
28.	The Licensee shall maintain a complaint / suggestion book at public notified areas for remarks of the commuters/public, and daily be submitted to concerned bus stand in-charge or any other superior officers of the licensee.
29.	Licensee agrees to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve in the Corporation in litigation.
30.	The agents, representatives and employees of the Licensee shall not either interfere or cause inconvenience to the licensor in his course of administering the said premises.
31.	The workers engaged by the licensee shall not enter into any place other than the allotted for their work.
32.	The licensor shall not be responsible for any accident, injury etc caused to any worker appointed by the second party for the purpose of this contract during the course of discharging their duty under the employment of the cleaning contract / licensee.
33.	The licensee shall be fully responsible for any loss or damage to property of the licensor caused by any of his workers willfully or negligently or otherwise.
34.	The licensor is not liable for any claim whatsoever arising out of accidents, injury, and death or any contingencies inviting liability. The licensee shall bind himself to abide by any legislation rules etc in governing his workmen and shall alone is liable for any claim arising thereof.
35.	No such workman employed by the licensee has right to stay in the said premised for any hours beyond the first duty. The licensor is not liable for any of the statutory obligations arising out of the contract either written or implied between the workmen on the one part and licensee on the other.

36.	That on failure to tender proper services to the satisfaction or breach of any conditions mentioned herein; the licensor reserves the right to terminate the contract without giving any notice or assigning any reason.
37.	The licensee shall undertake to employ contract labour under license as required by the provisions of the contract labour (Regulations and Abolition) Act.1970 and provide welfare and health amenities as per the provisions of the Chapter V of the Act under prior intimation to the licensor. Further, the licensee shall undertake to ensure that the labours engaged or covered by all the enhancements that are in force from to time.
38.	The licensee will be solely responsible for managing, supervising and co-ordinating for effective performance from the employees engaged by you directly or Maintenance Licensee appointed by BMTC. The P&F Manager should ensure that well established specialized agency for each trade would be engaged for establishing good quality services to the entire satisfaction of BMTC and occupants.
39.	The licensee shall strictly comply with the Fire Fighting Department regulations and norms. You should prepare “Do’s and Don’ts” for adhering the rules and regulations of Fire Fighting Department, CEIG, BESCOM, Pollution Control Board and to be displayed in appropriate locations at no extra cost.
40.	The licensee shall not employ child labour or engage child labour to carryout cleaning work.
41.	The payment of statutory contributions: Every month the selected Agency shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the licensee shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid the above contributions, Taxes shall be furnished to the BMTC.
42.	The licensee has to ensure that the workers have undergone Master Health checkup twice a year copy of the same to be submitted to BMTC.
43.	The wages paid to the employees engaged shall be strictly confirm to the provisions of the Minimum Wages Act pertains to Safai Karmacharis who work Underground drainage, Floor, Bath room & Toilet, and other workers engaged in similar kinds of work which is existed as and when. The wages to the labourers shall be paid every month directly through RTGS/NEFT to their individual Bank account. The licensee is required to provide the bank account statement or bank extract of wages paid to the labourers every month.
44.	The licensee shall provide Identity Card (ID) to his Individual Workers and also safety equipment/gadgets like gloves, mask, apron, uniform & others as per norms.
45.	The licensee shall make use of his own equipment and materials for cleaning the complex/ bus station/office area etc.,
46.	The licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.
47.	The licensee shall clean the whole premises and get certified by stand in charge/ Assistant Traffic Manager in the prescribed register.
48.	Employee attendance register maintained by the agency should be certified by the stand in charge/ Assistant Traffic Manager on daily basis.
49.	The licensee have to execute an agreement on requisite valued stamp

	paper as per Karnataka Stamp Act regarding the performance of the contract after duly depositing the prescribed interest free Security Deposit through DD drawn in favor of **CAO BMTC Bengaluru.**
50.	1. The Corporation shall increase or decrease the housekeeping area with prior notice to the agency with pro-rata charges. 2. The Corporation shall increase or decrease the toilet complexes corresponding to LF quoted with prior notice to the agency.
51.	The labour engaged for the services shall be able to address the commuters in Kannada language.
52.	If the performance of the successful licensee is found to be unsatisfactory, the contract would be terminated even within the stipulated period of **One year** without assigning any reasons and notice besides forfeiting the Security Deposit.
53.	In case the licensee desires to withdraw the agreement within the first year, BMTC reserves the right to forfeit the entire Security Deposit. If the licensee desires to extend the license period beyond 1 year he shall submit the willingness for the extension of contract, 3 months before the end of contract. The extension will be based on mutual acceptance.
54.	If BMTC desires to terminate the contract before the expiry period, it may do so by giving One (1) month's prior notice to the licensee.
55.	**Dispute Settlement:** a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive. b) Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City Commercial Courts.
56.	**Subletting is strictly prohibited:** The license granted is not transferable to any third party. However, he shall deploy employees which are necessary for keeping premises & bus stand cleaning. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall come to an end.
57.	The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, M V Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer forum case the liability will rest with the licensee.
58.	As per supreme court order smoking in public premises is strictly prohibited In case of violation of this clause will entail for penalty.
59.	The Licensee agrees that after the expiry of the period of contract, he shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh tender.
60.	In case of breach of terms and condition of the agreement licensors reserves the right to terminate the contract and forfeit the security

	deposit.
61.	**Risk Purchase Clause:** If the services are not provided as per the delivery schedule/as per the scope of work/specifications/terms and conditions of the assignment letter/agreement, BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the penalty for non-fulfilment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit.
62.	**Indemnity** The Licensee has to indemnify the licensor, against any kind of claims, damages or compensation by personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from violation of applicable laws.
63.	**Insurance** The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided of its employees. **a) Evidence of Insurance** The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.
64.	**A. SCOPE OF WORK:** I. The works covered under the scope of this shall include Premises and Facilities Management for BMTC bus stand premises, platforms including departure and alighting platforms, parking yard, crew rest room, BMTC office, lawn, toilet complexes, bus stand roads, bus bays and its surroundings including sub-ways. II. The cleaning licensee/licensee is required to employ/engage sufficient workers and supervisory staff to carry out the cleaning contract/license. III. In pay and use Toilet Complex the Licensee shall at his own cost maintain / ensure a. Replace the bulbs/ tubes in public toilets. b. Replace or repair in the leakage of taps. c. Latches on all doors of public toilets. d. Ensure proper maintenance of doors & other structures. e. Water supply at all times in public toilets. f. Repair/ replace the closets/pans in public toilets. g. Provide mugs and buckets in public toilets. h. Undertake pest control measures. i. Waste management and disposal. j. Display Signage's in toilets.
65.	**B. Work Detail:** a) Regular cleaning and maintenance, Sweeping and mopping of floors, Bus Bays & plat forms, b) Cleaning, dusting, scrubbing of floor area, passenger seats, platforms, Toilets, parking area including ramps etc.

	c) Removal of Garbage, cleaning of structural glazing area, granite cladding removal of cobwebs over buildings, roofs and other structures. d) Cleaning of drinking water equipments at the complex. e) Cleaning and maintenance of sewage drains. Cleaning of drainage. f) Removing the silt collected during the rainy season. g) Prevention of stagnation of water in the premises. h) Cleaning of Sub ways. i) Naphthalene balls shall be replaced in all the urinals and washbasins frequently. j) The toilets and urinals shall be cleaned with standard quality acid regularly and kept hygienically without giving any scope for complaints. k) The staff has to wear uniform with name badge.
66.	**Penal Clause:** a. For every adverse report appears in print media as an independent report regarding upkeep of Bus station, penalty up to Rs.2,000/- shall be imposed. For every complaint that appears on readers' column of newspaper, with a fine of Rs.500/- shall be imposed. b. If any of the above found to be not in specified condition / deficient by BMTC officer / official, a fine of Rs. 200/- will be imposed. c. A fine of Rs. 500/- shall be imposed if there found to be any lapse in cleaning of premises/office room/rest room/garden/disposal of garbage/equipments/ furniture etc., a memo will be issued before imposition of this fine. d. In case of personnel not deployed for cleaning work a fine of Rs. 100/- per worker per day will be imposed. e. In case of failure to maintain cleanliness in Housekeeping and Toilet complexes by using specific Machines, Rs. 200/- Shall be imposed on each such day. f. In case of violating the order of smoking in public places the penalty shall be of Rs.200/- will be imposed for each instance.
67.	**Other Terms & conditions:** a. ESI & EPF registrations should be furnished after the issue of LOA.

SECTION III: FORMATS FOR SUBMISSION OF TENDERS

Tech Form – 1 Letter of Tender

[To be submitted on the letterhead of the Tenderer]

Dated:

To

The Chief Traffic Manager (Com),
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

Dear Sir,

Sub: **Tender for Selection of a Licensee for Maintenance of Housekeeping and Toilet Complex at ……Bus Station, Bengaluru**

1 With reference to your Tender document dated_____, I/We, having examined the Tender Documents and understanding their contents, hereby confirm that I/we have no reservations to the Tender Documents, including Addenda.

2 I/ We acknowledge that the Licensor will be relying on the information provided in the Tender submitted by us and the documents accompanying the Tender for selection of the Licenseefor the aforesaid Service, and I/ We certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Licensor any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Licensor to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt.

6 I/We declare that we have been blacklisted or be under order of debarment from participating during last 3 years as on the date of Notice Inviting Tender

7 I/ We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may receive nor to invite the Tenderer(s) to Tender for the Services, without incurring any liability to the Tenderer(s).

8 I/ We believe that we satisfy the Pre Qualification Criteria and meet the requirements as specified in the Tender Document.

9 In the event of me/ us being declared as the Successful Tenderer, I/ We agree to enter into a License Agreement in accordance with the draft that has been provided by the Licensor. I/ We agree not to seek any changes in the aforesaid draft License Agreement and agree to abide by the same.

10 I/ We have studied all the Tender Documents carefully and also are aware of the site where the services are required to be provided. I/ We understand that except to the extent as expressly set forth in the draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Licensor or in respect of any matter arising out of or relating to the selection process including the award of the License.

11 [I/ We offer an Earnest Money Deposit of [INR _____/-] (Rupees _____ Only) for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.

12 The documents comprising the Tender, as specified in the Tender Document, have been submitted in the manner set out in the Tender Document.

13 The License Fee has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft License Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

14 I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

15 I/ We shall keep this offer valid for 90 (Ninety) days from the last date of submission of Tenders as specified in the Tender Document.

16 I/ We certify that I/ We have not been blacklisted/debarred or terminated by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

17 I/ We agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours Faithfully,

Date: **(Signature of the Authorised Signatory)**

Place: **Name and seal of Tenderer**

Tech Form – 2 Details of the Tenderer

[To be submitted on the letter head of the Tenderer]

1. **Tenderer Details**

   (a) Name:
   (b) Country of incorporation:
   (c) Corporate Identity Number:
   (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (e) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
   (f) Date of incorporation and/or commencement of business:

2. **Bank Details**

   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code

3. Brief description of the Tenderer including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Licensor:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

5. Particulars of the Lead member Authorised Signatory of the Tenderer:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

6. Taxation Registrations:

   (a) PAN number:
   (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
   (c) GSTIN number:……in Consignor and Consignee States
   (d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):……

7. The following information shall also be provided:

No.	Criteria	Yes	No
1.	Has the Tenderer been blacklisted/barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender.		
2.	If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender.		

Note:

Tenderer shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

Signature of Tenderer with Date and Official Seal

(Name and Designation)
Duly authorized to sign the Tender on behalf of
(Name & address of the Tenderer and Seal of the Company

ANNEXURE

The details of Bus stations, Economic License Fee has to be quoted (H1) & EMD are as below:

Sl.No	Name of Bus Station	Establishment	Sq.mt	ELF including GST	EMD in Rs.
1.	Chikkalasandra	House keeping including Maintenance of Toilet Complex	457.2	10,000	10,000
2.	AGS Layout		464	10,000	10,000
3.	Nagarbhavi		2,665	10,000	10,000
4.	Basaveshwara Nagar		5,193.29	20,931	10,000

Sd/-

Chief Traffic Manager (Com)
(Tender Inviting Authority)

SECTION IV:

SCHEDULE A

Deed of Agreement for Housekeeping and Toilet Complex
Services of _____ Bus Station.

This Agreement made on this day of **MM-YYYY** between the BMTC represented by **The Chief Traffic manager**, **BMTC Central Offices, Shanthinagar, Bengaluru-560 027** hereinafter called the **"LICENSOR"** of the ONE PART (which term shall mean and include his successors, heirs and administrators in interest) and **Sri _____, (Residing)_____** hereinafter called the **"Licensee"** of the SECOND PART (which term shall mean and include his/her successors, heirs and administrators in interest).

WHEREAS the Licensor desirous of having its premises, fixtures and fittings therein particularly cleaned and serviced as per the terms & conditions. Accordingly, The Licensor has floated Tender Notification No……. dated……. (through e- procurement portal).

WHEREAS, the part of the second part has participated in the tender and selected as Highest One (H-1) for Cleaning & Maintenance Services of the whole area of _____ **Bus Station (Description:_____ Sq. mtr) premises Including Toilet Complex on the following terms and conditions. mtr) premises Including Toilet Complex.**

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-

1 This contract will be force for period of 01 (One) years from the **_____ (Effective date) to _____**and the said contract period is extendable for one more year on mutual consent and performance of the Cleaning & Maintenance Services.

2 In consideration of the Licensee performing the said service to satisfaction of the Licensor, the Licensee shall pay the Monthly license fee to licensor a sum of Rs. _____/-(Rupees. _____ only) including GST all other taxes and Service charges as applicable. The basic rate is inclusive of all which includes wages to

the employees as per Minimum Wages Act, Provident fund, ESI contributions, equipment required for Comprehensive property management.

3 That in consideration of payment of ₹ _____/- **(Rupees _____ Only)** as Interest free security deposit. The Licensee deposited an Earnest Money Deposit amount of ₹ _____**/-** (Rs. _____ only) during the tender through NEFT accounted under BMTC receipt No: _____ **Dated: DD.MM.YYYY** shall be treated as the part of Security Deposit. The balance Security Deposit of ₹ _____**/- (Rs _____ only)** is paid through **RTGS/NEFT Dated: DD.MM.YYYY** accounted under BMTC receipt _____ **Dated: DD.MM.YYYY** The Security Deposit will not carry any interest. The Security deposit will be refunded after successful completion of the agreement after adjusting the dues payable if any to BMTC.

4 Highest offer received in the tender shall be criteria for selection of licensee.

5 Engaging of Child Labour is strictly prohibited.

6 **Payment**: The selected licensee shall pay the license fee for the completed month on or before the 5th day of next month for which the license fee is payable along with the applicable GST, electricity charges, water charges and other charges(If any). In case of delay or part payment licensee is liable to pay simple interest at 24% per annum. Nonpayment of license fee by the Licensee for consecutive three months or nonpayment of arrears amount equivalent to three months licensee fee the licensor reserves the right to terminate the contract and the security deposit held in the Corporation shall be forfeited.

7 There shall be annual escalation of 10 (Ten)% every calendar year w.e.f. 1st of January every year over the license fee of the previous year. However, in the first Year the escalation in the license fee shall be limited @ 1% per month for every completed month up to 31st December subject to maximum of 10 % and subsequently in the same manner during the extension of this License agreement, if any.

- **Such cases when start date falls between 1st to 15th of a month, then the month will be considered as completed month.**

  For example: A Licensee enters into agreement on 13th of February then February will be treated as completed month for annual escalation.

- **Such cases when start date falls between 16th to 31st of a month, then the month will not be considered as completed.**

  For example: A Licensee enters into agreement on 16th of February then February will not be treated as completed month, for annual escalation.

4 The Licensee has to replenish the Security Deposit whenever there is an escalation of the License Fee during the Agreement Period.

5 The Licensee shall carry works such as cleaning and maintenance of bus stand premises, lawn, toilet complex, BMTC office, platforms including departure and alighting platforms, parking yard, crew rest room, bus stand roads, bus bays, pass counters, Traffic Controller room & its surroundings including sub-ways etc. (**Including Pay & Use Toilet Complex**).

6 The Licensee shall be permitted to collect a User Fee of INR5.0 (Rupees Five only) per head from the users of the toilets in the Toilet Complexes, **while urinal facility shall be provided free of charge**.

7 The Licensee shall make his independent arrangements to provide such equipments or materials required for the satisfactory performance of the said services.

8 The Licensee shall make use of his own equipment, machineries and materials for the purpose of cleaning of the premises at _____ **Bus Station.**

a) The Licensee shall make arrangement to dispose the segregated dry & wet waste separately at his own cost.
b) The Licensee shall not dump the waste in BMTC any other premises.

9 During the course of inspection, if the work is found unsatisfactory, BMTC reserves the right to impose the penalty on the Licensee for the unsatisfactory work rendered and initiate action to terminate the contract/ license without assigning any reasons and issuing notices besides forfeiting the Security Deposit.

10 The Licensee shall deploy substitute labour in case of regular worker avails weekly off/ leave or absent from duty and cleaning work should not be hampered.

11 The licensee shall have minimum 75% of their staff from Karnataka.

12 The Licensee should ensure that the workers engaged for the service shall be present at the premises. In case the workers / supervisory staff are not found at the premises/ work spot at the time of inspection by the officers of BMTC, BMTC would impose penalty.

13 The Licensee shall not display or exhibit any advertisement or place in any part of the interior or exterior walls of the toilet complex and bus stand premises other than those permitted by the Licensor.

14 In case the Licensee desires to withdraw the agreement within the first year, BMTC reserves the right to forfeit the entire Security Deposit. After one year the Licensee can withdraw the agreement by giving 03 (three) months advance notice to the Corporation.

15 If BMTC desires to terminate the contract before the expiry period, it may do so by giving 01 (one) month prior notice to the Licensee.

16 The Licensee shall abide by all rules, regulations and orders that the Licensor or his authorized representatives may from time to time make or adopt for the care protection and administration of the bus station and the general welfare and comfort of its passengers, employees and others.

17 It shall be the responsibility of the Licensee to provide residential address and contact details if there is any change.

18 The Licensor shall have the right to revoke the license agreement and in the event of breach of any of the terms and conditions of this agreement on the part of the Licensee, and also invoke such actions in the best interest of the corporation.

19 **Electricity & Water Charges:**

- BMTC will provide water & Electricity at free of cost for use of inmates/ cleaning of crew rest rooms, BMTC office, and for the cleaning of the bus stand premises.
- Whenever the water is supplied from BMTC from its own source for Toilet Maintenance the licensee shall pay the charges as per the units consumed. If there is no sub-meter then licensee shall pay 2% of the License fee towards the Water charges.
- In Case water is supplied by BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per the meter/sub meter readings) as per the bill raised by BWSSB and shall not allow any arrears accrue.
- Electricity will be provided by BMTC for Public Toilets on availability and on chargeable basis as bill raised by BESCOM.
- If the Electricity and water is supplied by BMTC, the jurisdictional Depot manager/Bus stand in charges shall raise the bills on completion of the month to ensure the payment of bills within 15 days from the receipt of the same. Delay and part payment lead to simple penal interest at 24% pa.
- If BMTC could not supply water to the licensee, the licensee shall make his own arrangements for the maintenance of housekeeping and toilet maintenance.

20 The Licensee shall maintain the required register, books and accounts etc., under various statutory enactment and laws applicable.

21 The Licensee shall clean the whole premises and get certified by stand incharge/ Assistant Traffic Manager in the prescribed register.

22 Employee attendance register maintained by the Licensee should be certified by the stand incharge/ Assistant Traffic Manager on daily basis.

23 The Corporation shall increase or decrease the area with prior notice to the agency with pro-rate charges.

24 The Corporation shall increase or decrease the toilet complexes corresponding to LF quoted with prior notice to the agency.

25 The Licensee undertakes to carry out the job as per the specification and to entire satisfaction of the Licensor.

26 The Licensor shall not be liable for any liability, pecuniary or otherwise arising in any manner, during the course of the performance of the said service by the Licensee, its agents, representatives or labours.

27 The Licensor shall have the right to check, search or examine the person and the belongings of the employees, representatives and the agents of the Licensee while entering and leaving the said premises for the purpose of rendering the services as aforesaid.

28 The Licensee shall maintain a complaint/ suggestion book at public notified areas for remarks of the commuters/ public, and daily be submitted to concerned officer or any other superior officers of the Licensor.

29 The Licensee shall allow his agents, representatives or labours to enter into the bus stand for the purpose of rendering the said services. The Licensee shall be fully responsible for any loss or damage to property of the Licensor caused by any of Licensee workers & representatives and agrees/ undertakes to make good for loss or damage caused by his agents, representatives or labours while rendering the said services willfully or negligently or otherwise.

30 The Licensee agrees to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve the Corporation in litigation.

31 The cleaning staff engaged by the Licensee shall wear shoes, uniform with overcoat and name badge.

32 The agents, representatives and employees of the Licensee shall not either interfere or cause inconvenience to the Licensor in its course of administering the said premises.

33 The Licensee also agrees not to approach the Civil Court on any account without the written consent of the Licensor and he expressly understands that the premises licensed is a public premises coming within the definition of the Karnataka Public Premises (Eviction of Unauthorized Occupants) Act and the Licensor are at liberty to invoke the provisions of the KTPP Act in case of breach of any of the conditions.

34 As per Supreme Court Order smoking in public premises is strictly prohibited. In case of violation of this clause will entail for penalty.

35 The Licensee agrees that after the expiry of the period of contract, he shall hand-over the possession of the premises voluntarily and he shall not obstruct the

Licensor from taking possession by approaching the Civil Court or against floating fresh tender.

36 The licensor shall not be responsible for any accident, injury etc caused to any worker appointed by the Licensee for the purpose of this contract during the course of discharging their duty under the employment of the cleaning Licensee.

37 The licensor is not liable for any claim whatsoever arising out of accidents, injury, and death of any Licensee Staff or any contingencies inviting liability. The cleaning licensee shall bind himself to abide by any legislation rules etc in governing his workmen and shall alone is liable for any claim arising thereof.

38 The Licensee will be solely responsible for managing, supervising and co-ordinating for effective performance.

39 The Licensor reserved the right to terminate the contract without giving any notice or assigning any reason or on failure to render proper services to the satisfaction of the Licensor or breach of any conditions mentioned herein.

40 BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

41 Nothing herein contained shall be construed as conferring upon the Licensee any right, title or any interest over, in or to the premises and property of the Licensor.

42 The Licensee undertakes to employ contract labour under license as required by the provisions of the contract labour (Regulations and Abolition) Act.1970 and provides welfare and health amenities as per the provisions of the Chapter V of the Act under prior intimation to the Licensor. Further, the Licensee undertakes to ensure that the employees engaged by it are covered by all the enhancements that are in force from to time.

43 The Licensee has to ensure that the workers are undergone Health checkup twice a year copy of the same to be submitted to BMTC.

44 The wages paid to the employees engaged shall be strictly confirm to the provisions of the Minimum Wages Act pertaining to Safai Karmacharis who work underground drainage, floor, terrace, bath room& toilet and other workers engaged in similar kinds of work. The monthly payments shall be made directly through their individual Bank accounts only. The licensee is required to provide the bank account statement or bank extract of wages paid to the labourers every month.

45 The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

46 In case of breach of terms and conditions of the agreement Licensor reserves the right to terminate the contract and forfeit the security deposit.

47 **Dispute Settlement:**

a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.

b) Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru Commercial Courts.

48 **Subletting is strictly prohibited:** The license granted is not transferable to any third party. However, he shall deploy employees which are necessary for keeping premises & bus stand cleaning. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall come to an end.

49 The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, M V Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer forum case the liability will rest with the licensee.

50 If the Licensee fails to fulfil contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit besides blacklisting licensee for three years by giving notice.

51 **SCOPE OF WORK:**

IV. The works covered under the scope of this shall include Premises and Facilities Management for BMTC bus stand premises, platforms including departure and alighting platforms, parking yard, crew rest room, BMTC office, lawn, toilet complexes, bus stand roads, bus bays and its surroundings including sub-ways.

V. The cleaning licensee/licensee is required to employ/engage sufficient workers and supervisory staff to carry out the cleaning contract/license.

VI. In pay and use Toilet Complex the Licensee shall at his own cost maintain / ensure

a. Replace the bulbs/ tubes in public toilets.
b. Replace or repair in the leakage of taps.
c. Latches on all doors of public toilets.
d. Ensure proper maintenance of doors & other structures.

e. Water supply at all times in public toilets.
f. Repair/ replace the closets/pans in public toilets.
g. Provide mugs and buckets in public toilets.
h. Undertake pest control measures.
i. Waste management and disposal.
j. Display Signage's in toilets.

52 **Work Detail:**

a) Regular cleaning and maintenance, Sweeping and mopping of floors, Bus Bays & plat forms,
b) Cleaning, dusting, scrubbing of floor area, passenger seats, platforms, Toilets, parking area including ramps etc.
c) Removal of Garbage, cleaning of structural glazing area, granite cladding removal of cobwebs over buildings, roofs and other structures.
d) Cleaning of drinking water equipments at the complex.
e) Cleaning and maintenance of sewage drains. Cleaning of drainage.
f) Removing the silt collected during the rainy season.
g) Prevention of stagnation of water in the premises.
h) Cleaning of Sub ways.
i) Naphthalene balls shall be replaced in all the urinals and washbasins frequently.
j) The toilets and urinals shall be cleaned with standard quality acid regularly and kept hygienically without giving any scope for complaints.
k) The staff has to wear uniform with name badge.

53 **Risk Purchase Clause:** If the services are not provided as per the delivery schedule/as per the scope of work/specifications/terms and conditions of the assignment letter/agreement, BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the due to non-fulfilment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit.

54 **Indemnity**

The Licensee has to indemnify the licensor, against any kind of claims, damages or compensation by personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from violation of applicable laws.

55 **Insurance**

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages of its employees.

b) Evidence of Insurance

The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

56 **Penal Clause:**

a. For every adverse report appears in print media as an independent report regarding upkeep of Bus station, penalty upto Rs.2,000/- shall be imposed. For every complaint that appears on readers' column of newspaper, with a fine of Rs.500/- shall be imposed.
b. If any of the above found to be not in specified condition / deficient by BMTC officer / official, a fine of Rs. 200/- will be imposed.
c. A fine of Rs. 500/- shall be imposed if there found to be any lapse in cleaning of premises/office room/rest room/garden/disposal of garbage/equipments/ furniture etc., a memo will be issued before imposition of this fine.
d. In case short number of personnel deployed for cleaning work a fine of Rs. 100/- per worker per day will be imposed.
e. In case of failure to maintain cleanliness in Housekeeping and Toilet complexes by using specific Machines, Rs. 200/- Shall be imposed on each such day.
f. In case of violating the order of smoking in public places the penalty shall be of Rs.200/- will be imposed for each instance.

57 **Equipments of cleaning:**

i. Single disc scrubber
ii. Single trolley Mop
iii. Ladder
iv. Disinfectant spraying Machine

58 The work should be in conformity with the terms prescribed in the agreement. If the work is not carried out as per the agreement, then BMTC reserves the right to Black List such firms/Licensee.

59 The following documents attached hereto shall be deemed to form and be read and construed an integral part of this Contract:

a. The following Appendices:

Schedule A: Draft Agreement
Schedule B: Notification of Award and Letter of Acceptance
Schedule C: Any modification, addendum

All other terms & conditions notified with the notification published are valid and applicable.

IN WITNESS WHEREOF, the parties to the Agreement have signed this Deed on the day month and year day first above mentioned. A Xerox copy of the agreement signed by both the parties has been delivered to the Licensee.

Licensor	**Licensee**
Chief Traffic Manager (Com) **( )**	
Witness:	Witness:
1)	1)
2)	2)

Schedule B – Notification of Award/Letter of Intent

Schedule C- Any modification, Addendum or Corrigendum to be enclosed